

**TO APPROVE FUNDING FOR THE
ACQUISITION OF COMMERCIAL PROPERTY
AND RELATED CAPITAL MAINTENANCE,
AND A LIMITED WAIVER OF SOVEREIGN IMMUNITY**

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

JAMES DRY INTRODUCED THE FOLLOWING COUNCIL BILL

A COUNCIL BILL

TO APPROVE funding for the acquisition of commercial property and related capital maintenance, and a limited waiver of sovereign immunity.

WHEREAS, in accordance with Article IX, Section 6 of the Constitution of The Choctaw Nation of Oklahoma (the “Nation”), the Tribal Council of the Nation (the “Council”) shall make decisions pertaining to the acquisition, leasing, disposition and management of tribal property;

WHEREAS, the Nation seeks to make a strategic acquisition of commercial property (the “Property”) to strengthen the Nation’s financial growth and economic sustainability;

WHEREAS, the Council believes it is in the best interest of the Nation to approve the purchase of the Property, the usual and customary due diligence and previously negotiated closing costs to purchase the Property, as well as capital maintenance expenses of the Property, in the amount of up to Eighty Nine Million Seven Hundred Fourteen Thousand Eight Hundred Eighteen Dollars (\$89,714,818.00) (collectively, the “Purchase Price”).

WHEREAS, in connection with the acquisition of the Property, the Nation will obtain title insurance from First American Title Insurance Company (“FATIC”) to insure title to the Property;

WHEREAS, the issuance of the title insurance policy requires the Nation to provide a limited waiver of sovereign immunity solely for the purpose of enforcing the terms of the insurance policy, as set forth below (the “Waiver”);

“Limited Waiver of Sovereign Immunity. The Choctaw Nation of Oklahoma, expressly by execution of this document, unequivocally and irrevocably waives its sovereign immunity (and any defense based thereon) with regard to any suit, action or other legal proceeding arising out of or in connection with the Settlement Services, including, without limitation, (a) any legal process (including without limitation, service of notice, attachment prior to judgment, attachment in aid of execution, execution and/or exercise of contempt powers); and (b) any suit, action, or proceeding that is brought for the purpose of adjudicating claims controversies, or disputes, for the purpose of enforcing or defending FATIC’s rights, duties, and obligations.

Choice of Law. FATIC and The Choctaw Nation of Oklahoma each expressly by execution of this document, acknowledge that this Agreement is governed by the

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law of the state in which the Land is located. The Choctaw Nation of Oklahoma expressly by execution of this document, agrees that in connection with the foregoing FATIC shall have all available legal and equitable remedies under the law of that state, including, without limitation, the right to interplead funds or documents, specific performance, money damages, and/or injunctive and declaratory relief.

Consent to Jurisdiction and Venue. FATIC and the Tribe and/or Tribal Entity each expressly by execution of this document, consent to jurisdiction and venue in the courts of the state where the Land is located. This consent includes, but is not limited to, enforcement of any judgement obtained in the process of dispute resolution pursuant to this Agreement. The Choctaw Nation of Oklahoma expressly by execution of this document, waives any defense due to failure of FATIC to exhaust remedies in the courts of The Choctaw Nation of Oklahoma.”; and,

WHEREAS, the Tribal Council finds that providing such Waiver in favor of FATIC solely to the extent of, and in accordance with, the terms of the insurance policy set forth above for the purpose of obtaining title insurance is reasonable and in the best interests of the Nation.

THEREFORE, BE IT ENACTED by the Council that this Bill be cited as approval of the Purchase Price in a total amount not to exceed Eighty Nine Million Seven Hundred Fourteen Thousand Eight Hundred Eighteen Dollars (\$89,714,818.00), subject to the satisfactory completion of due diligence on the Property, as determined by the Chief of the Nation (the “Chief”) in his reasonable discretion.

BE IT FURTHER ENACTED by the Council that this Bill be cited as approval that the funding for the Purchase Price shall come from unrestricted funds.

THEREFORE, BE IT ENACTED, by the Council that this Bill be cited as approval and authority for the grant of the limited waiver of sovereign immunity as set forth above.

BE IT FURTHER ENACTED, by the Council that this Bill be cited as approval and authority that the Chief of, or the Chief’s authorized designee, is authorized to execute all documents, agreements, certificates, escrow instructions, and instruments necessary or convenient to carry out the purposes of this Bill.

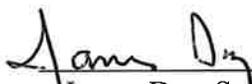
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CERTIFICATION

I, the undersigned, as speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that twelve (12) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tvshka Homma, Oklahoma, on March 14, 2026. I further certify that the foregoing Council Bill CB- 38 -26 was adopted at such meeting by the affirmative vote of twelve (12) members, zero (0) negative votes, and zero (0) abstaining.



Tony Ward, Speaker Pro Tem
Choctaw Nation Tribal Council



James Dry, Secretary
Choctaw Nation Tribal Council



Gary Batton, Chief
Choctaw Nation Tribal Council

Date: 03/17/2026